

RECORDATION NO. 29104-A FILED

AUG 12 '10 -12 00 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)  
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August 12, 2010

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, S.W.  
Washington, D.C. 20423

Contract 4-6542 Rider 48

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Lease, dated as of May 11, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Rec. No. 29104 and represents a renewal of the lease but with a change in lessor.

The name and address of the party to the enclosed document are:

Lessor: American Railcar Leasing LLC  
(transferee of ACF Industries LLC)  
620 North Second Street  
St. Charles, Missouri 63301

[Lessee. Texas Petrochemicals LLC  
8600 Park Place Boulevard  
Houston, TX 77017]

Section Chief  
August 12, 2010  
Page 2

A description of the railroad equipment covered by the enclosed document is:

15 railcars: SHPX 206955 - SHPX 206969

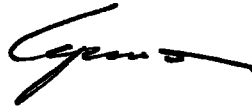
A short summary of the document to appear in the index is:

Memorandum of Lease (Contract 4-6542 Rider 48).

Also enclosed is a check in the amount of \$41 00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem  
Enclosures

AUG 12 '10 -12 00 PM

## MEMORANDUM OF LEASE

SURFACE TRANSPORTATION BOARD

This Memorandum of Lease is prepared and filed by American Railcar Leasing LLC, a Delaware limited liability company, on behalf of (i) itself as lessor and/or as assignee of ACF Industries, Incorporated, ACF Industries LLC, American Railcar Industries, Inc., and/or ACF Acceptance LLC as the sole member of various ACF Acceptance entities, and/or (ii) as manager for one or more of the following affiliated lessors: ARI First LLC, ARI Second LLC, ARI Third LLC, ARL II Funding LLC, ARL Fifth LLC and Shippers Third LLC, all with respect to Texas Petrochemicals LLC, a Texas Limited Liability Company ("Lessee").

American Railcar Leasing LLC (as assignor or lessor, herein, "Lessor") and Lessee have entered into that certain Master Service Contract as identified on Schedule A (as amended, changed, assigned, modified and supplemented from time to time, together with any schedules and exhibits thereto, the "Lease"), pursuant to which Lessee leased the railcars listed on Schedule A attached hereto from Lessor on the terms and conditions set forth therein, and from time to time may lease other railcars bearing the reporting marks SHPX and/or ACFX.

The Lessor is the true and sole owner of the cars and has leased the cars to the Lessee under this lease. In order to more fully protect the rights, title and ownership of the Lessor (including its successors and assignees) in the cars hereunder, Lessee acknowledges that it has no interest in the cars beyond the leasehold rights set forth in this Lease, and shall not acquire any further rights or interest in the cars by Lessee's use of the cars hereunder. Lessee shall take no action to encumber or to otherwise impair Lessor's full and complete sole ownership in the cars, nor will Lessee allow any encumbrance or ownership right to be asserted against Lessor's rights and interest in the cars. Lessee acknowledges that Lessor may, at its option, make any and all such filings with various governmental authorities as Lessor deems necessary to place any third parties on notice of Lessor's ownership interests in the cars and rights under this Lease, and Lessee shall cooperate with all reasonable requests of Lessor to protect Lessor's ownership interests. The cars include, without limitation, (a) any and all improvements, additions, replacements, substitutions and modifications thereon and/or thereof, (b) the railcars specifically set forth in this lease, (c) any other railcars leased or to be leased under this lease to the Lessee and (d) any railcars in possession of the Lessee bearing reporting marks ACFX, SHPX and any other reporting marks owned by Lessor as of this date or at any date in the future. The Lessor may from time to time include an affiliate of the Lessor, becoming the Lessor through an assignment of this lease or any schedule thereof and/or the cars.

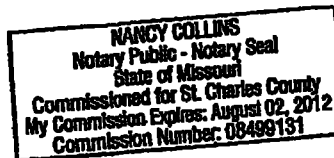
This Memorandum of Lease is prepared for registration purposes and is not intended to amend the terms and conditions of the Lease

AMERICAN RAILCAR LEASING LLC

By:   
Name: Brian Evdo  
Title: VP – Business Development

STATE OF MISSOURI                     )  
  ) ss.:  
COUNTY OF ST. CHARLES            )

On this 11th day of May, 2010, before me, personally appeared Brian Evdo, to me personally known, who being by me duly sworn, says that he resides at St. Charles, Missouri and is the VP – Business Development of American Railcar Leasing LLC, that said instrument was signed on the date hereof on behalf of said company by authority of its governing body; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



  
Notary Public  
My commission expires on 8/2/2012

## Schedule A

### Equipment

**Texas Petrochemical LLC**

Contract 4-6542 rider 48 dtd 2/2/10

<u>Quantity</u>	<u>Description</u>	<u>Reporting Marks</u>	<u>Road Numbers</u>
	Tank	SHPX	206955
	Tank	SHPX	206956
	Tank	SHPX	206957
	Tank	SHPX	206958
	Tank	SHPX	206959
	Tank	SHPX	206960
	Tank	SHPX	206961
	Tank	SHPX	206962
	Tank	SHPX	206963
	Tank	SHPX	206964
	Tank	SHPX	206965
	Tank	SHPX	206966
	Tank	SHPX	206967
	Tank	SHPX	206968
	Tank	SHPX	206969

15

**CERTIFICATION**

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: \_\_\_\_\_

8 / 12 / 10



\_\_\_\_\_  
Robert W. Alvord